

COPY

**2011 UNIVERISTY OF IOWA
NONQUALIFIED DEFERRED COMPENSATION PLAN
FOR DR. SALLY MASON,
PRESIDENT, UNIVERSITY OF IOWA**

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**2011 UNIVERSITY OF IOWA
NONQUALIFIED DEFERRED COMPENSATION PLAN
FOR DR. SALLY MASON,
PRESIDENT, UNIVERSITY OF IOWA**

* * * * *

The Board of Regents, State of Iowa (the "Board") hereby adopts and establishes this 2011 University of Iowa Nonqualified Deferred Compensation Plan for Dr. Sally Mason, President of the University of Iowa ("the "President"), to be effective as of July 1, 2011.

Section 1. Name. The name of this plan is the "2011 University of Iowa Nonqualified Deferred Compensation Plan for Dr. Sally Mason" (the "Plan").

Section 2. Purpose. The purpose of this Plan is to provide certain deferred compensation benefits to Dr. Sally Mason, who is the acting President of the University of Iowa, Iowa City, Iowa (the "University"), payable by the University to the President after June 30, 2016, if the President remains in the continuous employment of the Board as President of the University during the period beginning as of July 1, 2011 and ending on June 30, 2016 (the "Term"), or if the President's employment by the Board terminates prior to June 30, 2016 because of (a) her death, (b) her Disability, or (c) her involuntary separation from service without cause, subject to the terms and conditions of Section 5 of this Plan.

This Plan states the agreement between the Board and the President for the payment by the Board or the University, as additional consideration for the President's services, of certain retirement benefits, subject to the following terms and conditions, and does not create and shall not be construed to create a fiduciary relationship between the Board and the President, her surviving spouse or dependents, her estate or beneficiaries thereof, or any other person.

If the President does not remain in the continuous employment of the Board through June 30, 2016 for any reason other than (a) her death, (b) her Disability, or (c) her involuntary separation from service without cause, all assets and amounts then held under this Plan for the benefit of the President, together with all accrued earnings thereon, shall be fully and unconditionally forfeited by the President and remain the property of the University.

Section 3. Deferred Compensation. During the Term, the President shall receive deferred compensation upon the following terms and conditions:

A. The University shall as of the last day of each calendar month during the Term pay over and set aside to the Trustee of the "2011 University of Iowa Nonqualified Deferred Compensation Trust for Dr. Sally Mason" dated as of July 1, 2011 (the

"Trust"), the following amounts, to be held, invested and administered in accordance with the terms thereof and, together with all prior amounts paid over and set aside to (or payable to) the Trust for the benefit of the President and all earnings accumulated thereon, to then be paid or made available to the President after June 30, 2016 if the President shall remain in the continuous employment of the Board through June 30, 2016, or before June 30, 2016 only if the President's employment by the Board shall terminate prior to June 30, 2016 because of her death, Disability or involuntary separation from service without cause:

i. For each month during the period beginning as of July 1, 2011 and ending as of June 30, 2012, the sum of Two Thousand Eighty-three and 33/100 Dollars (\$2,083.33); and

ii. for each month during the period beginning as of July 1, 2012 and ending as of June 30, 2016, the sum of Twelve Thousand Five Hundred and no/100 Dollars (\$12,500.00).

B. If the President shall not remain in the employ of the Board through June 30, 2016 for any reason other than (i) her death; (ii) her Disability, or (iii) her involuntary separation from service without cause, all sums then paid over and set aside to (or payable to) the Trust, together with all earnings accumulated thereon, shall be fully and unconditionally forfeited by the President and shall be returned to the University.

C. The President shall have no preferred claim on, or any beneficial ownership interest in, any assets of the Trust. Any right created under this Plan and the Trust shall be mere unsecured contractual rights of the President against the Board and University, and any assets of the Trust shall be subject to the claims of the Board's and University's general creditors under federal and state law in the event of insolvency. For purposes of this Section 3 and the Trust, the Board or University shall be considered insolvent if (i) the Board or University is unable to pay its debts as they become due or (ii) the Board or University is subject to a pending proceeding as a debtor under the United States Bankruptcy Code.

D. In the event of the (i) the President's death, (ii) her Disability, or (iii) her involuntary separation from service without cause during the Term, the University shall pay to the Trustee of the Trust for the month in which her death, Disability or involuntary separation from service without cause shall occur the deferred compensation for such month; and all amounts held in the Trust shall fully vest and become distributable in accordance with the terms of this Plan and the Trust.

E. If the President remains in the continuous employment of the Board during Term, or if the President's employment by the Board terminates prior to June 30, 2016 because of (i) her death, (ii) her Disability, or (iii) her involuntary separation from service without cause, then the assets of the Trust shall be unconditionally assigned by the Board to the President (or her designated beneficiary, as the case may be) as her only deferred compensation benefit under this Plan and the Trust (the "Benefit") in accordance

with the terms and conditions of this Plan and the Trust. The President shall not be entitled to any compensation, payment or other benefit under this Plan or the Trust other than the Benefit; and the Board and University shall have no liability, directly or indirectly, arising out of the investment performance realized by the Trust.

Section 4. Payment of Benefits. All of the President's Benefit shall be irrevocably and unconditionally distributed to the President (or to her beneficiary in the case of her death) in a single lump sum payment within fifteen (15) days after the President's Benefit becomes nonforfeitable in accordance with Section 5 of this Plan.

Section 5. Vesting of Benefit. The President's Benefit shall become nonforfeitable upon the earlier of:

A. June 30, 2016, provided the President has remained in the continuous employment of the Board for period beginning as of July 1, 2011 and ending on June 30, 2016; or

B. the date of termination of the President's employment by the Board because of her death, her Disability, or her involuntary separation from service without cause.

Accordingly, if the President's employment by the Board terminates prior to June 30, 2016 for any reason other than death, Disability or involuntary separation from service without cause, the entire amount of the Benefit shall be unconditionally forfeited by the President.

Section 6. Withholding for Taxes. The University will withhold from any distribution made under the Plan such amounts as may be required for purposes of complying with the tax withholding provisions of the Internal Revenue Code of 1986, as amended (the "Code") or any state income tax act for purposes of paying any income, withholding, social security or other tax attributable to any amounts distributable under this Plan. No person connected with this Plan, including but not limited to the Board and the University and their respective directors, officers or agents and employees, makes any representation, commitment or guarantee with respect the Federal, state or local income, estate and/or gift tax treatment of any benefit paid under this Plan.

Section 7. Designated Beneficiary. The President has the right to designate and change any person or persons to receive the Benefit upon the death of the President on forms furnished by and delivered to the University (the "Beneficiary"). If there is no designated surviving Beneficiary at the time of the President's death, then the Benefit will be paid to the President's surviving spouse. If there is no surviving spouse, then the Benefit shall be paid to the legal representative of the President's estate.

Section 8. Non-Alienation of Benefits. Neither the President nor her Beneficiary (or any other person) may grant, assign, transfer, pledge, or otherwise assign, in whole or in part, by the voluntary or involuntary acts of any person, or by operation of law, the Benefit under this Plan or the assets of the Trust. Any such attempted grant, transfer, pledge or assignment will be null and void and without legal effect. Further, the Benefit payable at any time under this Plan

shall not be subject in any manner to the debts or liabilities of any person entitled to the Benefit, and neither the Board nor the University shall be required to make any payments toward such debts or liabilities.

Section 9. Status of Plan. This Plan is intended to:

- A. Qualify for treatment as an unfunded plan of deferred compensation;
- B. be taxed as an “ineligible plan of deferred compensation” within the meaning of Code Section 457(f); and
- C. satisfy the requirements for exemption from Code Section 409A and Treas. Reg. Section 1.409A-1(b)(4).

The assets of the Trust shall be, for all purposes, part of the general funds of the Board and the University, and neither the President nor any other person claiming a right under this Plan shall have any interest in, or right or title to, the Trust. The assets of the Trust shall continue for all purposes to be part of the general funds or the assets of the Board and the University subject at all times to the claims of its general creditors. The Benefit under this Plan and the Trust shall be paid as and when it becomes nonforfeitable and payable in accordance with this Plan and the Trust. To the extent that the President or her Beneficiary acquires a right to receive payments from the Board or the University under this Plan, such right shall be no greater than the right of any unsecured general creditor of the Board or the University.

Section 10. Amendment. The Board may, in its discretion, amend the Plan from time to time, except that no such amendment may (a) adversely affect the President’s right to benefits under the Plan without her consent, or (b) alter or accelerate the time or form of distributions in violation of Code § 409A, including, without limitation, any amendment that would violate the current provisions of Code § 409A requiring that any amendment to extend the employment of the President and the payment to her of all or any portion of the Benefit under this Plan may not take effect until at least twelve (12) months after the date on which the new election is made, and, if the new election relates to a payment for a reason other than the death or Disability of the President, the new election must provide for the deferral of the first payment for a period of at least five (5) years from the date such payment would otherwise have been made.

Section 11. Unfunded Plan. The President may rely only on the unsecured promises of the Board and University as set forth in this Plan to furnish benefits. Nothing in this Plan gives or may be construed to give the President any right, title, interest or claim in or to any specific asset, fund, reserve, account or property of any kind whatsoever owned by the University or in which it may have any right, title or interest now or in the future. All claimants under this Plan have the right to enforce his or her rights to the same extent and in the same manner as any other unsecured creditor of the Board or the University. Neither the establishment nor the amendment of the Plan, nor the payment of any benefits hereunder, gives the President or other person any legal or equitable right against the Board or the University except as provided under this Plan’s terms and the Trust.

Section 12. Plan Not to Affect Employment Relationship. This Plan does not constitute, nor may it be deemed to constitute, an employment contract between the President and the Board or the University, or to be in consideration of or an inducement for the President's employment. Nothing contained in this Plan gives or may be deemed to give the President the right to be retained in the service of the Board or the University or to interfere with the right of the Board to discharge her in accordance with the terms of her employment agreement. By accepting any payment under this Plan, the President and her Beneficiary, and each person claiming under or through such person, will be conclusively bound by any action or decision taken or made under the Plan by the Administrative Committee.

Section 13. Cause. As used in this Plan, the term "cause" means the President's (a) willful failure to substantially perform her duties and responsibilities to the Board or the University or violation of a material Board or University policy; (b) commission of any material act or acts of fraud, embezzlement, dishonesty, or other willful misconduct; or (c) material unauthorized use or disclosure of any proprietary information of the Board or the University or any other party to whom the President owes an obligation of nondisclosure as a result of her employment by the Board and the University.

Section 14. Disability/Separation from Service. "Disability" means that the President (a) is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, or (b) is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of not less than three months under an accident and health plan covering the University's employees, or as otherwise defined with reference to the term disability under Code Section 409A and Treasury Regulation Section 1.409A-3, as last amended. "Separation from service" refers and shall be defined with reference to the term "separation from service" under Code Section 409A and Treasury Regulation Section 1.409A-1(h), as last amended.

Section 15. Subordination Rights. At the Board's request, the President and/or her Beneficiary will sign such documents as the Board may reasonably require in order to subordinate his or her rights under this Plan to the rights of the Board's or the University's other creditors.

Section 16. Controlling Law. The provisions of this Plan shall be construed, administered and enforced in accordance with the Code and the laws of the State of Iowa.

Section 17. Successors. This Plan is binding on all persons entitled to any benefit hereunder and their respective heirs and legal representatives, the Board and its successors, and the University and its successors.

Section 18. Titles. The titles of the Sections herein are included for convenience or reference only and shall not be construed as part of this Plan or to have any affect upon the meaning of the provisions hereof.

Section 19. Impossibility of Action. Should it become impossible for the Board or the University to perform any act under this Plan, that act shall be performed which in the judgment of the Board and the University will most nearly carry out the intent and purpose of this Plan. All parties concerned shall be bound by any such acts performed under such conditions.

Section 20. Severability. If any term or provision of this Plan as stated herein or as amended from time to time, or the application thereof to any payments or circumstances, shall to any extent be invalid or unenforceable, or cause the Plan to fail to qualify as an ineligible deferred compensation plan under Code Section 457(f) or Code Section 409A, the remainder of the Plan, and the application of such term or provision to payments or circumstances other than those as to which it is invalid, unenforceable or disqualifying, shall not be affected thereby, and each term or provision of the Plan shall be valid and enforced to the fullest extent permitted by law.

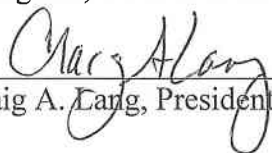
Section 21. Authorized Officers. Whenever the Board under the terms of this Plan is permitted or required to do or to perform any act or matter or thing, it shall be done and performed by any duly authorized officer of the Board.

Section 22. Execution. This Plan may be executed in any number of counterparts, each of which shall be deemed to be an original, and the counterparts shall constitute one and the same instrument which shall be sufficiently evidenced by any one thereof.

IN WITNESS WHEREOF, the Board has caused this instrument to be signed by its duly authorized officer as of July 1, 2011.

Board of Regents, State of Iowa

By:


Craig A. Lang, President

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COPY

**2011 UNIVERSITY OF IOWA
NONQUALIFIED DEFERRED COMPENSATION TRUST
FOR DR. SALLY MASON**

This Trust Agreement ("Agreement") is made and entered into as of July 1, 2011, by and between the Board of Regents, State of Iowa (the "Board"), and Bankers Trust Company, Des Moines, Iowa, an Iowa banking corporation (the "Trustee").

RECITALS:

The Board and Dr. Sally Mason, who is the President (the "President") of the University of Iowa (the "University"), have entered into the "2011 University of Iowa Nonqualified Deferred Compensation Plan for Dr. Sally Mason" dated as of July 1, 2011 (the "Plan"), which provides that the President is entitled to certain deferred compensation (the "Deferred Compensation") for the period beginning as of July 1, 2011 and ending on June 30, 2016. The amount and the time of the payments to the Trustee of the Deferred Compensation to which the President is entitled during the term of the Agreement is specified in Section 2, paragraph A of this Agreement.

The Board wishes to establish this trust (the "Trust") and to hold any assets transferred to the Trustee, subject to the terms of this Agreement and to the claims of the University's creditors in the event of the University's insolvency, until paid to the President as her Deferred Compensation.

The Board intends that this Trust shall constitute an unfunded arrangement and shall not affect the status of the Plan as an unfunded plan maintained for the purpose of providing deferred compensation for the President as allowed under Title I of the Employee Retirement Income Security Act of 1974, as last amended.

The University intends to make contributions to this Trust, at the direction of the Board, in accordance with the provisions of the Plan and this Agreement in order to provide the University with a source of funds to assist it in satisfying its liabilities under the Plan.

Accordingly, the Board hereby establishes this Trust, and the Board and the Trustee agree that this Trust shall be held and administered as follows:

Section 1. Trustee

A. Bankers Trust Company, Des Moines, Iowa, shall be the initial Trustee of this Trust.

B. The Trustee may resign at any time or may be removed by the Board at any time with the consent of the President (or, if the President is deceased, her spouse). In any such event, a new corporate trustee, which shall be independent and not subject to the control of either the Board or the President, shall be appointed by the Board.

C. Upon the resignation or the removal of the Trustee and the appointment of a successor corporate Trustee, all assets shall be transferred to the successor Trustee. The transfer shall be completed within fifteen (15) days after receipt of notice of resignation or removal.

Section 2. Trust Fund

A. Subject to the claims of either the Board's or the University's creditors as set forth in Section 4 of this Agreement, and at the direction of the Board, the University shall no later than the last day of each calendar month during the term of the Plan deposit with the Trustee, in trust, monthly contributions of Deferred Compensation in the following amounts:

i. For each month during the period beginning as of July 1, 2011 and ending as of June 30, 2012, the sum of Two Thousand Eighty-three and 33/100 Dollars (\$2,083.33); and

ii. for each month during the period beginning as of July 1, 2012 and ending as of June 30, 2016, the sum of Twelve Thousand Five Hundred and no/100 Dollars (\$12,500.00).

Those contributions and any other assets received by the Trustee (the "trust estate") shall be held, in trust, subject to the provisions of this Agreement.

B. This Trust is intended to be a grantor trust, within the meaning of section 671 of the Internal Revenue Code of 1986, as amended, with the income of the Trust to be treated as the Board's and University's income. This Agreement shall be construed accordingly.

C. The principal of this Trust and any earnings thereon which are not paid to the University or Trustee as provided in Section 7 hereof shall be held separate and apart from other funds of the University and shall be used exclusively for the purposes stated in this Agreement. The President shall not have any preferred claim on or beneficial ownership interest in any assets of the trust estate prior to the time such assets are paid to the President as Deferred Compensation in accordance with Section 3 hereof. Any rights created under the Plan and this Agreement shall be mere unsecured contractual rights of the President against the Board and the University. The trust estate shall be subject to the claims of the Board's and University's general creditors under federal and state laws in the event of the insolvency of the Board or the University as defined below.

D. The Board may at any time direct the University to transfer, in addition to the contributions of Deferred Compensation required under paragraph A of this Section 2, cash or other property to the Trustee, to be held, administered, and disposed of by Trustee as provided in this Agreement. Neither the Trustee nor the President shall have any right to compel such additional benefits.

E. If there is a final determination by the Internal Revenue Service or a court of competent jurisdiction that any of the Deferred Compensation provided for in the Plan which is

or has been paid to the Trust is taxable income to the President prior to the year of distribution, the Trustee shall distribute such Deferred Compensation and any earnings attributable thereto to the President.

Section 3. Payments to Trust Beneficiary

A. The Trustee shall make payments of Deferred Compensation and the earnings accumulated thereon to the President from the assets of the Trust, if and to the extent such assets are available for distribution and to the extent that the Board and the University are not then insolvent, in accordance with the provisions of this Section 3. The Trustee shall make provision for the reporting and withholding of any federal, state, or local taxes that may be required to be withheld with respect to the payment of benefits pursuant to the terms of the Plan and shall pay amounts withheld to the appropriate taxing authorities or determine that such amounts have been reported, withheld, and paid by the University.

B. After June 30, 2016 and before July 15, 2016, upon receipt by the Trustee of written certification from the Board that the President has completed her continuous period of service under the terms of the Plan, and in accordance with the provisions thereof, the Trustee shall make available to the President and shall pay to her all of the trust estate.

C. Upon the death or Disability (as defined in the Plan) of the President or the Board's involuntary termination of the President's employment without cause (as defined for purposes of the Plan) at any time during the term of this Trust, all assets of this Trust shall be distributed to the President or, in the case of the President's death, to the President's Beneficiary (as defined in the Plan), if any, or if none to the President's surviving spouse, or if there is no surviving spouse to the legal representative of the President's estate, in accordance with the terms of the Plan.

D. The University shall make payment of the President's Benefit (as defined in the Plan), as directed by the Board, directly to the President (or to her Beneficiary, spouse or estate, as the case may be) in accordance with the terms of the Plan. The University shall notify the Trustee of its decision to make payment of the Benefit prior to the time amounts are payable to the President or her beneficiary.

Section 4. Trustee Responsibility in the Event of Insolvency

A. At any time the Trustee has actual knowledge or has determined that the Board or the University is insolvent, the Trustee shall immediately cease the payment of any benefits to the President (or to her beneficiary) from the trust estate if the Board or the University is insolvent. The Board or the University shall be considered "insolvent" for purposes of this Agreement if (i) the Board or the University is unable to pay its debts as they become due or (ii) the Board or the University is subject to a pending proceeding as a debtor under the United States Bankruptcy Code.

B. At all times during the continuance of this Trust, the entire trust estate shall be subject to claims of general creditors of the Board and the University as hereinafter set forth, and

at any time the Trustee has actual knowledge, or has determined, that the Board or the University is insolvent, the Trustee shall deliver all or any portion of the trust estate as may be necessary to satisfy such claims as a court of competent jurisdiction may direct. The Board shall have the duty to inform the Trustee of the Board's or University's insolvency. If the Board or the University, or a person claiming to be a creditor of the Board or the University, alleges in writing to the Trustee that the Board or the University has become insolvent, the Trustee shall independently determine, within sixty (60) days after receipt of such notice, whether the Board or the University is insolvent. Pending such determination, the Trustee shall make no distribution of any of the assets of this Trust to the President (or her beneficiary), shall hold the Trust's assets for the benefit of the Board's or the University's general creditors, and shall resume responsibility for distribution of the assets of this Trust to the President in accordance with Section 3 of this Agreement only after the Trustee has determined that the Board or the University is not insolvent (or is no longer insolvent if the Trustee initially determined the Board or the University to be insolvent).

C. Unless written notification has been received by the Trustee alleging that the Board or the University is insolvent, or the Trustee has actual knowledge of the Board's or the University's insolvency, the Trustee shall have no duty to inquire whether the Board or the University is insolvent. The Trustee may in all events rely on such evidence concerning the Board's or the University's solvency as may be furnished to the Trustee which will give the Trustee a reasonable basis for making a determination concerning the Board's or the University's solvency. For purposes of this Agreement, the Trustee shall be considered to possess any knowledge and information concerning the Board or the University, whether in the possession of the Trustee's banking department or other department, that can reasonably be imputed to the Trustee under normal banking procedures. Nothing in this Agreement shall in any way diminish any rights of the President (or her beneficiary) to pursue her rights as a general creditor of the Board or the University with respect to the Deferred Compensation.

D. If the Trustee discontinues distributions of the assets of this Trust to the President pursuant to this Section 4 and subsequently resumes such distributions, the first distribution following such discontinuance shall include the aggregate amount of all distributions which would have been made to the President (or her beneficiary), less the aggregate amount of any payments made to the President (or her beneficiary) by the University in lieu of distributions hereunder during any such period of discontinuance.

Section 5. Payments to Board

A. Upon receipt of written certification from the Board that the President has not remained in the continuous employment of the Board during the period beginning as of July 1, 2011 and ending as of June 30, 2016 for any reason other than (a) the President's death, (b) the President's Disability (as defined in the Plan), or (c) the Board's involuntary termination of the President's employment without cause (as defined for purposes of the Plan), all of the trust estate, including all of the Deferred Compensation paid to this Trust by the University and all earnings accumulated thereon, shall be deemed fully and unconditionally forfeited by the President and shall be returned by the Trustee to the University.

B. Except as provided in Section 4 and Section 5, paragraph A hereof, the Board shall have no right or power to direct the Trustee to return to the University or to divert to others any of the assets of the Trust before all distributions of such assets have been made to the President (or her beneficiary) pursuant to the terms of the Plan and this Agreement. If it is determined by the Trustee that certain or remaining Trust assets will clearly never be required to pay distributions to the President in accordance with Section 3 hereof, such excess assets may be returned by the Trustee to the University.

Section 6. Investment of Principal

The Trustee shall invest the trust estate and all earnings thereon as the Board, or, if the Board so agrees, the President, shall direct, subject to any limitations under applicable laws.

Section 7. Disposition of Income

During the term of this Trust, all income earned by the Trust, net of administration expenses, shall be accumulated and reinvested and shall become a part of the trust estate, to be held and administered in accordance with the terms of this Agreement.

Section 8. Accounting by Trustee

The Trustee shall keep accurate and detailed records of all investments, receipts, disbursements, and all other transactions required to be done, including such specific records as shall be agreed upon in writing between the Board and the Trustee. All such accounts, books, and records shall be open to inspection and audit at all reasonable times by the Board and by the President. Within sixty (60) days following the close of each calendar year and within sixty (60) days after the removal or resignation of the Trustee, the Trustee shall deliver to the Board and the President a written account of its administration of the Trust during such year or during the period from the close of the last preceding year to the date of such removal or resignation, setting forth all investments, receipts, disbursements, and other transactions effected by it, including a description of all investments purchased and sold with the cost or net proceeds of such purchases or sales (accrued interest paid or receivable being shown separately), and showing all cash and other investments held in Trust at the end of such year or as of the date of such removal or resignation, as the case may be.

The Board may approve such account by written instrument delivered to the Trustee. If the Board does not file a written objection to the account within sixty (60) days of its receipt, the Board shall be deemed to have approved the account, and the Trustee shall be released and discharged as to any matters set forth in such account which have been accurately stated.

Section 9. Responsibility of Trustee

A. The Trustee shall act with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims; provided, however, that the Trustee shall incur no liability to anyone for any action taken

pursuant to a direction, request, or approval given by the Board or The President contemplated by and complying with the terms of this Agreement, and to that extent shall be relieved of any "prudent person" rule for investments.

B. The Trustee shall not be required to undertake or to defend any litigation arising in connection with this Agreement, unless it be first indemnified by the Board against its prospective costs, expenses, and liability, and the Board hereby agrees to indemnify the Trustee for such costs, expenses, and liability.

C. The Trustee may consult with legal counsel (who may also be counsel for the Trustee generally) with respect to any of its duties or obligations hereunder, and shall be fully protected in acting or refraining from acting in accordance with the advice of such counsel.

D. The Trustee may hire agents, accountants, actuaries, and financial consultants.

E. The Trustee shall have, without exclusion, all powers conferred on trustees by applicable laws unless expressly provided otherwise herein.

F. Despite any powers granted to the Trustee pursuant to this Agreement or to applicable law, the Trustee shall not have any power that could give this Trust the objective of carrying on a business and dividing the gains therefrom, within the meaning of section 301.7701-2 of the Regulations promulgated pursuant to the Internal Revenue Code of 1986, as amended.

Section 10. Compensation and Expenses of Trustee

The Trustee shall be entitled to receive such reasonable compensation for its services as shall be agreed upon by the Board and the Trustee. The Trustee shall also be entitled to receive its reasonable expenses incurred with respect to the administration of the Trust, including fees incurred by the Trustee pursuant to Sections 9.C. and 9.D. of this Agreement. Such compensation and expenses shall be paid by the University as directed by the Board.

Section 11. Amendment

This Agreement may be amended any time and to any extent by a written instrument executed by the Trustee and the Board and consented to by the President (or if the President is deceased, by her beneficiary), except to alter the income tax treatment of the Trust or to alter Sections 9. E. or 12.

Section 12. Termination

When the President (or her beneficiary) is no longer entitled to benefits under the Plan, and when all assets of this Trust have been fully distributed either to the President (or her beneficiary) pursuant to Section 3 hereof, to the University or creditors of the Board or the University pursuant to Section 4 hereof, to the University pursuant to Section 5 hereof, or otherwise, this Trust shall terminate and have no further legal force or effect.

Section 13. Severability and Alienation

A. Any provision of this Agreement prohibited by law shall be ineffective to the extent of any such prohibition without invalidating the remaining provisions hereof.

B. To the extent permitted by law, and subject to the provisions of Section 4. above, benefits payable to the President (or her beneficiary) under this Agreement may not be anticipated, pledged, assigned (either at law or in equity), alienated, encumbered and may not be subject to attachment, garnishment, levy, execution, or other legal or equitable process. No benefit properly paid to the President by the Trustee shall be subject to any claim for repayment by the Board, the University or the Trustee.

Section 14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Iowa.

Section 15. Name

The Trust shall be known as the "2011 Dr. Sally Mason Deferred Compensation Trust."

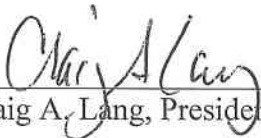
Section 16. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Board and the Trustee have executed this Agreement as of July 1, 2011.

Board of Regents, State of Iowa

By:



Craig A. Lang, President

ACCEPTANCE OF TRUSTEE

The undersigned as a duly authorized officer of Bankers Trust Company, Des Moines, Iowa, hereby accepts appointment as Trustee and agrees for and on behalf of Bankers Trust Company, Des Moines, Iowa, to be bound by the terms of the Trust.

Dated as of July 1, 2011.

Bankers Trust Company

By:



Charles H. Leibold

Vice President and Director of Wealth
Management Services

ACKNOWLEDGMENT

The undersigned hereby acknowledges that she has reviewed the foregoing Trust Agreement and believes that it correctly represents the terms of her Plan with the Board of Regents, State of Iowa.



Dr. Sally Mason, President
University of Iowa

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MICHAEL GARTNER
CHAIRMAN AND PRINCIPAL OWNER

RECEIVED

AUG 08 2007

OFFICE OF
THE PRESIDENT

August 3, 2007

Ms. Sally Mason
President
The University of Iowa
Jessup Hall
Iowa City, Iowa 52242-1316

Dear Sally,

This is to clarify any misunderstandings that might exist about your employment as president of the University of Iowa as outlined to you in the letter of June 21, 2007. The initial employment contract is for a five-year period, beginning Aug. 1, 2007. If you are removed from office without cause at any time during the five years, you will be paid in full your base salary at the time of the dismissal for all remaining months of the five-year period.

I hope this clarifies the issue.

Again, I want to tell you how pleased I am that you are now in Iowa City.

Best regards,

Michael Gartner
President
Board of Regents, State of Iowa



Greater Des Moines Baseball Company ■ One Line Drive ■ Des Moines, IA 50309
Phone: 515.243.6111 ■ FAX: 515.288.6642 ■ mggartner@iowacubs.com
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June 21, 2007

Dr. Sally K. Mason
41 Ashcroft Place
West LaFayette, IN 47906

Re: University of Iowa President

Dear Dr. Mason:

It is a pleasure to confirm with you the conditions of your employment as President of the University of Iowa. The Board of Regents, State of Iowa, will provide you with an annual salary of \$450,000, effective August 1, 2007. Included with the salary will be the usual benefits available to all University of Iowa faculty and administration.

You will also be provided with an IRS section 457(f) deferred compensation plan and trust. The Plan will commence August 1, 2007. The monthly contribution to the trust will be \$5,000 or \$60,000 annually. Accrued compensation and earnings will vest and be distributed provided you remain continuously employed as President of the University of Iowa through July 31, 2012. Accrued compensation and earnings will also vest and be distributed if you become disabled or are dismissed by the Board of Regents for other than good cause. If you do not remain in the continuous employment of the Board of Regents through July 31, 2012 for any reason other than death, disability, or dismissal without cause, all sums held under the Plan, together with all accrued earnings, are forfeited.

Additionally, you will be provided \$50,000 in annual supplemental compensation contingent upon you achieving performance goals as identified by the Board of Regents. This supplemental compensation is guaranteed only for the first year of your employment.

Also, the Board will provide the additional benefits unique to the President of the University, including special allowances for the Office of the President, and housing for you and your family at 102 Church Street. It is a condition of your employment as President and for the benefit and convenience of the University in having the functions of your office most efficiently discharged, that you reside at 102 Church Street. As is customary, the building will be available and will be used for University-related business and entertainment on a regular and continuing basis, with private living quarters provided to you and your family within a portion of the structure. Although unlikely, if it should happen that the IRS or the State of Iowa were to deem the use of this structure a taxable benefit to you, the University will reimburse you for the taxes you pay on this account. Because you will be required to travel frequently on University business, an automobile will be provided for your use. The University will also cover your personal moving expenses to 102 Church Street.

Page Two
Letter to: Dr. Sally K. Mason
June 21, 2007

With your appointment as President, you will be eligible for tenure as a Professor in the Department of Biology. Thereafter, at all times, your faculty tenure and status will be subject to the same University rules and protection as available to other tenured faculty at the University.

In the position of President, you serve at the pleasure of the Board of Regents, State of Iowa, and your performance will be formally evaluated on a yearly basis.

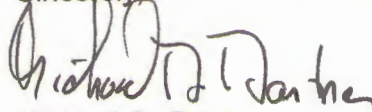
Initially, the basis for your evaluation will be:

1. Achieve progress in commitment to and implementation of the current University mission and vision and each of the major objectives contained in the University of Iowa Strategic Plan. It is within your prerogative, however, consistent with the Board's plan and planning schedule, for you to present proposed adjustments/changes in the University's Strategic Plan and your personal goals, in the coming year.
2. Demonstrate a cooperative attitude and meaningful coordination with the other Regent institutions, the Board of Regents, the Board President, and the Board Office in implementing the Plan and in the overall administration of the University of Iowa.
3. Demonstrate genuine commitment and responsiveness to the Board of Regents Strategic Plan, Board initiatives, Board governance authority, Board policies, and Board directives.
4. Demonstrate a commitment to assisting the State of Iowa in economic and workforce development.

When your service as President ends, you may continue your appointment as a tenured Professor, at your option, with the usual fringe benefits accorded to faculty and with a salary equal to 60% of your presidential salary at the time of transition. You will be provided with a suitable office and secretarial support, and you will be given one year free of teaching and service obligations, in order to reinvigorate your teaching and research program.

The Board is very pleased that you accepted this position, and we look forward to your assuming the President's position. If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in dark ink, appearing to read "Michael G. Gartner", written over a horizontal line.

Michael G. Gartner

cc: Gary Steinke, Executive Director
Regents